P 11/06/08 11:29:35 DESOTO COUNTY, MS W.E. DAVIS, CH CLERK

Cross Index To:

11/06/08 11:28:36 BK 2,964 PG 686 DESOTO COUNTY, MS W-E- DAVIS, CH CLERK

This instrument prepared by and return to: Shea Sisk Wellford, Esq. Martin, Tate, Morrow & Marston, P.C. 6410 Poplar Ave., Suite 1000 Memphis, TN 38119-4843 (901) 522-9000

Deed of Trust Book 2428, Page 341 Deed of Trust Book 2428, Page 345 Deed of Trust Book 2485, Page 231 Deed of Trust Book 2591, Page 302 Deed of Trust Book 2939, Page 107-Deed of Trust Book 2945, Page 479 Deed of Trust Book 2944, Page 66 Deed of Trust Book 128, Page 135 Deed of Trust Book 2826, Page 784 Deed of Trust Book 2969, Page 160 Deed of Trust Book 2836, Page 722 Deed of Trust Book 2944, Page 53 Deed of Trust Book 2944, Page 53 Deed of Trust Book 128, Page 206

CROSS-DEFAULT AND CROSS-PLEDGE AGREEMENT

THIS CROSS-DEFAULT AND CROSS-PLEDGE AGREEMENT (this "Agreement") is made and entered into as of this 31st day of October, 2008, by and between COMMERCIAL BANK AND TRUST COMPANY ("Lender"), and CHAMBERLAIN AND MCCREERY, INC., a Tennessee corporation and DOGWOOD PROPERTIES, LLC, a Tennessee limited liability company ("collectively, Borrowers") and JON E. MCCREERY and PHILIP C. CHAMBERLAIN, II (collectively, the "Guarantors").

RECITALS:

Lender is the owner and holder of the following certain promissory notes and related deeds of trust and loan documents:

That certain Promissory Note originally dated March 9, 2006, from Chamberlain and McCreery, Inc. to Lender in the original principal amount of One Million Three Hundred Thousand Dollars and No/100 (\$1,300,000.00), as modified by Modification Agreement dated October 16, 2006, increasing the principal indebtedness to \$1,412,000.00. The Modification Agreement was recorded in Book 2591, Page 302, of the Office of the Chancery Clerk of DeSoto County, Mississippi. Said note was renewed and/or modified by (a) renewal note dated March 1, 2007, extending the maturity to September 1, 2007, (b) renewal note dated September 1, 2007, extending the maturity date to March 1, 2008, (c) renewal note dated March 1, 2008, extending the maturity date to September 1, 2008, (d) release of Lot 106 in connection with transfer of title of Lot 106 to Dogwood Properties, LLC and execution of a Deed of Trust by Dogwood Properties, LLC recorded at Book 2945, Page 479 in the Office of the Chancery Court of DeSoto County, Mississippi, and (e) a Modification and Extension Agreement dated July 30, 2008 extending the maturity date to October 1, 2008 that was recorded in Book 2939, Page 107 of the Office of the Chancery Court of DeSoto County, Mississippi (as modified, extended and renewed, the "Williams Brooke Construction Note"). The Williams Brooke Construction Note is secured by that certain Deed of Trust of record at Book 2428, Page 345, in said Chancery Office

(Lots 2, 13, 103 and 104 Williams Brooke Subdivision, as more particularly described in said Deed of Trust).

- 2. That certain Promissory Note originally dated March 9, 2006, from Chamberlain and McCreery, Inc. to Lender in the original principal amount of Four Hundred Eighty-Four Thousand Dollars and No/100 (\$484,000.00), as renewed and/or modified by (a) renewal note dated March 1, 2007, extending the maturity date to September 1, 2007, (b) renewal note dated September 1, 2007, extending the maturity date to March 1, 2008, reflecting the paydown of the principal balance to Three Hundred Eighty Seven Thousand Two Hundred and No/100 Dollars (\$387,200.00) and related releases of Lot 107 and Lot 15, (c) renewal note dated March 1, 2008, extending the maturity date to September 1, 2008, and (d) a Modification and Extension Agreement dated July 30, 2008 extending the maturity date to October 1, 2008 that was recorded in Book 2939, Page 107 of the Office of the Chancery Court of DeSoto County, Mississippi (as modified, extended and renewed, the "Williams Brooke Multiple Lot Note"). The Williams Brooke Lot Note is secured by that certain Deed of Trust of record at Book 2428, Page 341, in said Chancery Clerk's Office (Lots 16, 17, 21, 64, 65, 66, 67 and 105 Williams Brooke Subdivision, as more particularly described in said Deed of Trust).
- That certain Promissory Note originally dated May 23, 2006, from Chamberlain and McCreery, Inc. to Lender in the original principal amount of Six Hundred Twelve Thousand Dollars and No/100 (\$612,000.00), as renewed and/or modified by (a) renewal note dated June 1, 2007, extending the maturity date to December 1, 2007, (b) renewal note dated December 1, 2007, extending the maturity date to June 1, 2008, and reflecting the paydown of the principal balance to Four Hundred Four Thousand and No/100 Dollars (\$404,000.00) and the related release of Lot 48, (c) release of Lot 52 in connection with the transfer of title of Lot 52 to Dogwood Properties, LLC and execution by Dogwood Properties, LLC of a Deed of Trust recorded at Book 2944, Page 66 of the Office of the Chancery Court of DeSoto County, Mississippi, and (d) a Modification and Extension Agreement dated July 30, 2008 extending the maturity date to October 1, 2008 that was recorded in Book 2939, Page 107 of the Office of the Chancery Court of DeSoto County, Mississippi (as modified, extended and renewed, the "Cherry Tree Park Construction Note"). The Cherry Tree Park Construction Note is secured by that certain Deed of Trust of record in Book 2485, Page 231, in said Chancery Clerk's Office (Lots 1, 2, 5, 46, 47 and 51 Cherry Tree Park South Subdivision, as more particularly described in said Deed of Trust).
- 4. That certain Promissory Note originally dated May 23, 2006, from Chamberlain and McCreery, Inc. to Lender in the original principal amount of Two Hundred Twenty Thousand Dollars and No/100 (\$220,000.00), as renewed and/or modified by (a) renewal note dated June 1, 2007, extending the maturity date to December 1, 2007 (b) renewal note dated December 1, 2007, extending the maturity date to June 1, 2008 and (c) a Modification and Extension Agreement extending the maturity date to October 1, 2008 that was recorded in Book 2939, Page 107 of the Office of the Chancery Court of DeSoto County, Mississippi (as modified, extended and renewed, the "Cherry Tree Park Multiple Lot Note"). The Cherry Tree Park Lot Note is secured by the Deed of Trust of record in Book 2485, Page 231, in said Chancery Clerk's Office (Lots 1, 2, 5, 46, 47 and 51 Cherry Tree Park South Subdivision, as more particularly described in said Deed of Trust).

- 5. That certain Promissory Note dated July 30, 2008 from Chamberlain and McCreery, Inc. to Lender in the original principal amount of Thirty Thousand Dollars and No/100 (\$30,000.00) (the "Plover Property Note") executed in connection with that certain Modification and Extension Agreement dated July 30, 2008 and that was recorded in Book 2939, Page 107 of the Office of the Chancery Court of DeSoto County, Mississippi. The Plover Property Note is secured by that certain Third Party Pledge Agreement dated July 30, 2008 (the "Third Party Pledge") and executed by Dogwood and that certain Deed of Trust of record at Instrument No. 08106911 in the Register's Office of Shelby County, Tennessee (Lot 393, Section J, Cedarwood Subdivision as more particularly described in said Deed of Trust and EXHIBIT A).
- Chamberlain and McCreery, Inc. to Lender in the principal amount of Two Hundred Twenty-Eight Thousand and No/100 Dollars (\$228,000.00), as modified and/or extended by (a) renewal note dated January 1, 2007 extending maturity to July 1, 2007, (b) renewal note dated July 1, 2007, extending the maturity to January 1, 2008 and (b) that certain Modification and Assumption Agreement dated December 7, 2007 and filed as Instrument No. 07184767 in the Register's Office of Shelby County, Tennessee (as modified, extended and/or renewed, the "Pisgah Forest Note"). The Pisgah Forest Note is secured by that certain Deed of Trust recorded as Instrument Number 05207925 in the Register's Office of Shelby County, Tennessee (Lot 21 Pisgah Forest Planned Development as more particularly described in said Deed of Trust and EXHIBIT B) and, pursuant to the Modification and Assumption Agreement dated December 7, 2007, Chamberlain and McCreery, Inc. quitclaimed its interest in the collateral for the Pisgah Forest Note to Dogwood Properties, LLC by Quitclaim Deed recorded as Instrument Number 07184766 in the Register's Office of Shelby County, Tennessee.
- 7. That certain promissory note dated August 29, 2008 from Dogwood Properties, LLC to Lender in the principal amount of Two Hundred Eight Thousand and No/100 Dollars (\$208,000.00) (as modified, extended and/or renewed, the "Cherry Tree Park Lot 52 Note"). The Cherry Tree Park Lot Note is secured by that certain Deed of Trust dated August 28, 2008 and recorded in Book Number 2944, Page 66 in the Office of the Chancery Clerk of DeSoto County, Mississippi (Lot 52, Phase 1 Cherry Tree Park South Subdivision, as more particularly described in said Deed of Trust) and the Assignment of Rents and Leases dated August 29, 2008 and recorded in Book 128, Page 135 in the Office of the Chancery Clerk of DeSoto County, Mississippi.
- 8. That certain promissory note dated September 13, 2006 from Chamberlain and McCreery, Inc. to Lender in the principal amount of Three Hundred Eight Thousand and No/100 Dollars (\$308,000.00) and modified and/or renewed by (a) renewal note dated September 1, 2007, extending the maturity date to March 1, 2008, together with a line of credit agreement of even date therewith, (b) Modification and Extension Agreement dated November 26, 2007 recorded in Book 2826, Page 784 in the Office of the Chancery Clerk of DeSoto County, Mississippi (as modified, extended and/or renewed, the "Williams Brooke Lot 107 Note"). The Williams Brooke Lot 107 Note is secured by that certain Deed of Trust recorded in Book 2569, Page 160 in the Office of the Chancery Clerk of DeSoto County, Mississippi (Lot 107, Phase 1A,

Williams Brooke Subdivision as more particularly described in said Deed of Trust) and, pursuant to the Modification and Assumption Agreement dated November 26, 2007, the Lender agreed to allow Chamberlain and McCreery, Inc. to transfer the title to collateral for the Williams Brooke Lot 107 Note to Charlie and Melanie Wiggins in exchange for a promissory note and Wrap-Around Deed of Trust recorded in Book Number 2836, Page 772 in the Office of the Chancery Clerk of DeSoto County, Mississippi, said promissory note and Wrap Around Deed of Trust being assigned to Dogwood Properties, LLC by Assignment of Note and Deed of Trust dated August 29, 2008 and recorded in Book 2944, page 53 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

9. That certain promissory note dated August 29, 2008 from Dogwood Properties, LLC to Lender in the principal amount of Two Hundred Eighty-Two Thousand Two Hundred Fifty Six and No/100 Dollars (\$282,256.00) (as modified, extended and/or renewed, the "Williams Brooke Lot 106 Note"). The Williams Brooke Lot 106 Note is secured by that certain Deed of Trust dated August 28, 2008 and recorded in Book Number 2945, Page 479 in the Office of the Chancery Clerk of DeSoto County, Mississippi (Lot 106, Williams Brooke as more particularly described in said Deed of Trust) and the Assignment of Rents and Leases dated August 29, 2008 and recorded in Book Number 128, Page 206 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

The Williams Brooke Construction Note, the Williams Brooke Multiple Lot Note, the Cherry Tree Park Construction Note, the Cherry Tree Park Multiple Lot Note, the Plover Property Note, the Pisgah Forest Note, the Cherry Tree Park Lot 52 Note, Williams Brooke Lot 107 Note and Williams Brooke Lot 106 Note are hereby each and collectively referred to as the "Notes." All references herein to "Deed of Trust" or "Deeds of Trust" shall mean each and collectively the Deeds of Trust set forth in the Recitals above, as they may be modified from time to time.

The parties hereto desire to evidence their mutual agreement that the Notes be cross-defaulted and cross-pledged with one another. The parties agree that all modifications made herein shall apply to all other documents securing or evidencing the Notes, including but not limited to each respective Deed of Trust (collectively, "the Documents").

NOW, THEREFORE, in consideration of the premises, Ten and No/100 Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Recitals</u>. The Recitals set forth above are hereby adopted as true and correct recitals of fact as though set forth verbatim in the agreement portion hereof.
- 2. <u>Cross-Default</u>. Notwithstanding anything in the Notes, Deeds of Trust or Documents to the contrary, the Notes are hereby cross defaulted with all indebtedness and obligations of Borrowers to Lender, whether now existing or hereafter arising, so that any default by Borrowers (or either of them) under any of the Notes shall constitute a default by Borrowers under all of the Notes.

- 3. Cross-Pledge. Notwithstanding anything in the Notes, Deeds of Trust or Documents to the contrary, all property currently securing the obligations of Borrowers (or either of them) to Lender and all property in which the Borrowers (or either of them) may at any time hereafter transfer, convey, pledge, assign, hypothecate or otherwise give as security for the performance of the obligations of Borrowers (or either of them) to Lender (collectively, the "Collateral") shall constitute collateral or cross-collateral for all obligations, without apportionment or designation as to particular obligations, of Borrowers (or either of them) owed to Lender, and Lender shall have the right, in its sole discretion, to determine the order in which Lender's rights in and remedies against the Collateral are to be exercised and which types of the Collateral or which portions of the Collateral are to be proceeded against and the order of application of proceeds of the Collateral as against particular obligations of Borrowers (or either of them).
- 4. Exclusions. Notwithstanding the provisions of the preceding paragraph 2 or paragraph 3 or anything in the Notes, Deeds of Trust or Documents, this Agreement shall not apply to and Lender shall have no right of cross-default or cross-pledge as to any loan made by Borrower, whether now existing or hereafter arising, in which Lender was not named as the lender on the face of the promissory note, or other instrument, evidencing the indebtedness at the time of its making and, if same is secured, the lender named as the secured party on the deed of trust or other security instrument securing such indebtedness at the time of its making.
- 5. <u>Cure Provision</u>. Notwithstanding anything contained in the Notes, Deeds of Trust or Documents to the contrary, in the event of any default by Borrower in the payment of any sums due under the terms of any of the Documents, or the performance of any of the terms or conditions contained in any of the Documents, Lender shall, prior to any acceleration of any of the indebtedness evidenced by or secured by said Documents, give written notice to Borrower of default. Such notice shall specify: (a) the default; (b) the action required to cure such default; and (c) a date, not less than fifteen (15) days from the date the notice is given to Borrower, by when the default must be cured to avoid acceleration. Any such notice shall be sent to Borrower via certified mail, return receipt requested at the following address, or such other address as Borrower may designate by written notice to Lender:

Chamberlain and McCreery, Inc. Attention: Philip C. Chamberlain, Vice-President 8195 New Dexter Road, Suite 110 Cordova, TN 38016

With a copy to: J. Michael Murphy, Attorney 6389 Quail Hollow Road, Suite 102 Memphis, TN 38120

6. <u>Binding Effect and Benefit.</u> The covenants and agreements shall bind, and the benefits and advantages shall inure to the parties hereto, the respective legal representatives, heirs, executors, personal representatives, administrators, successors and (if and when assigned

in accordance with the provisions of the Notes, Deeds of Trust or Documents) assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders, as the context may require.

- 7. Joinder of Guarantors. The payment and performance of certain of the undertakings and obligations of Borrowers have heretofore been irrevocably and unconditionally guaranteed by the Guarantors pursuant to separate agreements of guaranty (each a "Guaranty") entered into by the Guarantors for the use and benefit of Lender, its successors and assigns. Guarantors do further hereby ratify and confirm their respective undertakings to guarantee the payment and performance of the undertakings and obligations of Borrowers, and do hereby acknowledge and agree that the Guaranty of each Guarantor shall continue in full force and effect in accordance with all of its terms, provisions, undertakings, and obligations. This Agreement does not discharge any of the obligors, sureties, pledgors, endorsers or guarantors of the Notes and all rights of the Lender against any or all of the same are hereby expressly reserved.
- 8. <u>Counterpart Execution</u>. This Agreement may be executed in multiple or separate counterparts, each of which shall constitute an original, and together all of such counterparts shall constitute a single binding instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Separate counterpart agreements may be filed in different jurisdictions.
- 9. <u>Entire</u> Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof.
- 10. Waiver of Marshalling Rights. The parties agree that any and all rights to have the Collateral marshalled upon any foreclosure is hereby waived and Lender shall have the right to foreclose upon and sell the Collateral, or any part thereof, as a whole or in separate parcels, in any order that Lender may determine. The parties agree that the sale of any property at public outcry pursuant to the terms of a Deed of Trust may be done in part or parcels, or any portion thereof or in whole. The trustee under the Deed of Trust may postpone sale of all or any portion of the property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement or subsequently noticed sale, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

IN WITNESS WHEREOF, the parties hereto have made and delivered this Cross-Default and Cross-Pledge Agreement on the day and year first above written.

[SIGNATURE AND ACKNOWLEDGEMENT PAGE FOLLOWS]

COUNTERPART SIGNATURE PAGE TO CROSS-DEFAULT AND CROSS-PLEDGE AGREEMENT BETWEEN

COMMERCIAL BANK AND TRUST COMPANY, as Lender

And

DOGWOOD PROPERTIES, LLC and CHAMBERLAIN AND MCCREERY, INC., as Borrowers,

JON E. MCCREERY and PHILIP C. CHAMBERLAIN, II, as Guarantors DATED AS OF OCTOBER 31-1, 2008

IN WITNESS WHEREOF, the undersigned has caused the execution of this Cross-Default and Cross-Pledge Agreement by its duly authorized officer as of the date first set forth above.

LENDER:

COMMERCIAL BANK AND TRUST COMPANY

Name: Lynda S. Snith Its: Soniar Vice President

STATE OF TENNESSEE COUNTY OF SHELBY

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, Lynda S. Smith, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged him/herself to be the Sr. Vice - President of COMMERCIAL BANK AND TRUST COMPANY, the within named bargainor, an that he as such Sr. Vice - President being authorized so to do, executed the foregoing instrument, for the purposes therein contained by signing the name of the corporation by him/herself as such officer.

WITNESS my hand and official seal at office this 31st day of October

NOTARY PUBLIC

My commission expires: \\/10//2

My Commission Expires
1-10-12

7

BK 129 PG 236

COUNTERPART SIGNATURE PAGE TO CROSS-DEFAULT AND CROSS-PLEDGE AGREEMENT BETWEEN

COMMERCIAL BANK AND TRUST COMPANY, as Lender

And

DOGWOOD PROPERTIES, LLC and CHAMBERLAIN AND MCCREERY, INC., as Borrowers,

And

JON E. MCCREERY and PHILIP C. CHAMBERLAIN, II, as Guarantors DATED AS OF OCTOBER3)s+, 2008

IN WITNESS WHEREOF, the undersigned have caused the execution of this Cross-Default and Cross-Pledge Agreement by its duly authorized officers and members as of the date first set forth above.

BORROWERS:

CHAMBERLAIN AND MCCREERY, INC
a Tennessee corporation

By:

Philip Cl Chamberlain, II

Its Vice President

By:

Jon É. McCreery

Its President

DOGWOOD PROPERTIES, LLC

a Tennessee Limited Liability Company

By:

Jon E. McCreery

Chief Manager and Member

By:

Philip C. Chamberlain

Member

STATE OF TENNESSEE COUNTY OF SHELBY

Before me, the undersigned Notary Public in the state and county aforesaid, personally appeared PHILIP C. CHAMBERLAIN, II, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged himself to be the VICE PRESIDENT OF CHAMBERLAIN AND MCCREERY, INC., a Tennessee corporation, the within named bargainor, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Vice President.

WITNESS my hand and official seal at office this 5th day of

2008.

NOTARY PUBLIC

My commission expires:

lula

My Commission Expires

FNNESSEE

NOTARY

STATE OF TENNESSEE COUNTY OF SHELBY

Before me, the undersigned Notary Public in- the state and county aforesaid, personally appeared JON E. MCCREERY with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged himself to be the PRESIDENT OF CHAMBERLAIN AND MCCREERY, INC., a Tennessee corporation, the within named bargainor, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such President.

WITNESS my hand and official seal at office this 5 H day of Nover

2008

NOTARY PUBLIC

My commission expires:

My Commission Expires
1-10-12

TENNESSEE NOTARY

STATE OF TENNESSEE COUNTY OF SHELBY

Personally appeared before me, the undersigned, a Notary Public, JON E. MCCREERY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledges himself to be the CHIEF MANAGER and MEMBER of DOGWOOD PROPERTIES, LLC, the within named bargainor, a limited liability company, and that he is Chief Manager and Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Chief Manager and Member.

WITNESS my hand and official seal at office this 5# day of NOTARY PUBLIC My commission expires: STATE OF TENNESSEE My Commission Expires 1-10-12

COUNTY OF SHELBY

Personally appeared before me, the undersigned, a Notary Public, PHILIP C. CHAMBERLAIN, II, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledges himself to be a MEMBER of DOGWOOD PROPERTIES, LLC, the within named bargainor, a limited liability company, and that he is a Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Member.

WITNESS my hand and official seal at office this Stay of Work of NOTARY PUBLIC My commission expires: \\/10/n ENNESSEE NOTARY My Commission Expires 1-10-12

COUNTERPART SIGNATURE PAGE TO CROSS-DEFAULT AND CROSS-PLEDGE AGREEMENT BETWEEN

COMMERCIAL BANK AND TRUST COMPANY, as Lender

And

DOGWOOD PROPERTIES, LLC and CHAMBERLAIN AND MCCREERY, INC., as Borrowers, And

JON E. MCCREERY and PHILIP C. CHAMBERLAIN, II, as Guarantors DATED AS OF OCTOBER 35+, 2008

IN WITNESS WHEREOF, the undersigned have executed this Cross-Default and Cross-Pledge Agreement as of the date first set forth above.

GUARANTORS:

Jon E. McCreery

Philip C. Chamberlain, II

STATE OF TENNESSEE COUNTY OF SHELBY

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, JON E. MCCREERY, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, to be the person described in and who executed the foregoing instrument and who acknowledged the execution of the same to be his full act and deed.

WITNESS my hand and official seal at office this State of Tennessee

NOTARY PUBLIC

STATE OF TENNESSEE

COUNTY OF SHELBY

WITNESS my hand and official seal at office this State of Overher, 2008.

NOTARY PUBLIC

STATE OF TENNESSEE

NOTARY PUBLIC

My Commission Expires

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, PHILIP C. CHAMBERLAIN, II, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, to be the person described in and who executed the foregoing instrument and who acknowledged the execution of the same to be his full act and deed.

WITNESS my hand and official seal at office this 5H day of November, 2008

NOTARY PUBLA

My commission expires: 9/0/12

My Commission Expires 1-10-12

TENNESSEE

NOTARY

1-10-12

EXHIBIT "A"

Lot 393, Section J, CEDARWOOD SUBDIVISION, as shown on plat of record in Plat Book 54, Page 48, in the Register's Office of Shelby County, Tennessee, reference to which plat is hereby made for a more particular description of said property.

PROPERTY ADDRESS: 5351 Plover Drive Memphis, TN 38127

EXHIBIT B

BK 129 PG 242

Lot 21, PIEGAH FOREST PLANNED DEVELOPMENT, as shown on plat of record in Plat Book 217, Page 7, in the Register's Office of Shelby County, Tennessee, reference to which plat is hereby made for a more particular description of said property.